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*Attorneys for Defendant RPI Industries, Inc.*

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

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BRASS SMITH, LLC,

Plaintiff,

v.

RPI INDUSTRIES, INC.,

Defendants.

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: Civil Action No. 1:09-cv-06344-NHL-JS

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**Consent Order Regarding Settlement  
Agreement**

This matter comes before the Court upon the Parties' application that the Court enter this Consent Order Regarding Settlement Agreement. The Parties and their counsel have agreed as set forth below as evidenced by their signatures also appearing below. Good cause has been shown for the entry of this Order.

IT IS THEREFORE on this \_\_\_\_ day of November, 2011, Ordered as follows:

1. The Parties agree that by June 1, 2012, Defendant will stop making, selling, offering to sell, or importing the device(s) accused in the action. The Parties further agree that by August 15, 201<sup>2</sup>, Defendant will stop shipping the device(s) accused in the action.

2. The Court approves the foregoing agreement in Paragraph 1, makes it an Order of the Court, and retains subject matter and personal jurisdiction to enforce the agreement and resolve any disputes pertaining to it.

3. Any dispute regarding compliance with the Parties' agreement and this Order shall be brought to and resolved by this Court. The Parties agree that the Court has discretion to award any legal or equitable relief it deems appropriate in the event of non-compliance with Paragraph 1.

4. In the event either party brings a dispute regarding the Parties agreement or this Order to the Court for resolution, the Court shall award reasonable attorneys' fees and costs to the prevailing party.


5. Subject to the foregoing, and except as expressly set forth above, the Parties agree that all claims and defenses in the action shall be and hereby are released with prejudice.

6. Each party to bear its own fees and costs incurred to date in this action.

For Plaintiff Brass Smith, LLC

  
Thomas V. Kissinger, President

For Defendant RPI Industries, Inc.

  
Peter C. Palko, President

DATED: November 1, 2011

NORRIS MCLAUGHLIN & MARCUS, P.A.

By:

  
Joseph J. Fleischman

Ian L. Saffer  
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BRASS SMITH, LLC

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By:

  
Rudi R Grueneberg

James C. McMillin  
McAFEE & TAFT, P.C.

Attorneys for Plaintiff  
RPI INDUSTRIES, INC.

SO ORDERED:

\_\_\_\_\_  
HON. NOEL L. HILLMAN  
United States District Judge